UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN

In re: Clifton & Rita McFarland,

Chapter:

13

Case Number:

12-61906 Rhodes

Debtor(s). Judge:

STIPULATION FOR ENTRY OF ORDER ALLOWING DEBTOR TO OBTAIN CREDIT FOR MOTOR VEHICLE AND MODIFYING DEBTORS' CHAPTER 13 PLAN

Debtors Clifton and Rita McFarland, by and through their Counsel, The Hilla Law Firm, PLLC, and the Chapter 13 Trustee, Krispen S. Carroll, hereby stipulate to entry of the attached Order allowing Debtor to Obtain Credit for Motor Vehicle.

WHEREFORE, Debtor and the Chapter 13 Trustee move the Court for entry of the attached Order and further relief as this Court may deem justified.

Date: October 31, 2013

OFFICE OF THE CHAPTER 13

STANDING TRUSTEE - DETROIT Krispen S. Carroll, Chapter 13 Standing

Trustee

THE HILLA LAW FIRM, PLLC

KRISPEN S. CARROLL (P49817)

MARGARET CONTI SCHMIDT (P42945)

MARIA GOTSIS (P67107)

719 Griswold Street

Suite 1100

Detroit, MI 48226

(313) 962-5035

/s/ John M. Hilla

JOHN M. HILLA (P69128)

The Hilla Law Firm, PLLC

Attorney for Debtors

28250 Southfield Road, Suite 110

Lathrup Village, MI 48076

(866) 674-2317

john@hillalaw.com



EXHIBIT A

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN

In re: Clifton & Rita McFarland,								
	Debtor(s).		Chapter: Case Number Judge:	13 12-61906 Rhodes				
		/						
STIPULATED ORDER ALLOWING DEBTOR(S) TO OBTAIN CREDIT FOR MOTOR								
	VEHICLE AND MO	ODIFYING DEB	TORS' CHAPTER 13	PLAN				
agree to the entry of IT IS HER follows: 1. Debtor(s) shall 2. No notice is red 3. Court approval 4. Debtor(s) shall 5. In all other resp 6. The specific terms	of an Order Allowing De REBY ORDERED that to make direct payments to quired as this Order does shall be valid for thirty to be solely responsible for beets, the Order Confirm times of the financing are:	btor(s) to Obtain Cre he specific terms and the lender or its ass not adversely impact (30) days after entry.	edit. I conditions of this transa igns. It upon the Plan or Credit	tors.				
VEHICLE DESC								
Year: 2014	Make: Buick	Model: Verano	New or Used? Lease or Purchase? Purchase	<u>X</u> New Used LeaseX				
FINANCIAL INF	ORMATION							
Monthly payment:		Total Amount Finan	nced: \$ 11.622.00	Interest rate: NA %				
	or lease: 39 months		pr's down payment: \$ 1000.00					
Financing Compar Debtor's source of	ny: Ally Financial down payment: Debtors		A					
CURRENT/PREV	VIOUS VEHICLE							
		ior lease expiring, re-	quired to be turned in to I	Lessor on 11/21/2013.				
	ment: Prior lease expira							
. If the debtor is	trading in a vehicle as pa	art of this transaction	: N/A					
Make:	Model:	Yea	4-1	MINI.				
	g traded subject to a Lie	or remaining balan	ce on an existing lease?	VIN: Yes No				
If Yes:	g traded subject to a Liei	i or remaining Dalain	ce on an existing lease?	Yes No				
	Lienholder/Lessor:							
		d off as part of this to	ansaction? Yes	No				
Will the existing Lien/lease be paid off as part of this transaction? Yes No 8. Upon closing of the transaction, Debtor shall provide to the Trustee a copy of the completed Purchase or Lease								
Agreement and a copy of the RD-108 Application for Certificate of Title.								

9. Debtor's Plan shall be modified to increase Debtors' monthly payment to \$870.00 per month beginning

12/1/2013 for the remaining term of Debtors' Chapter 13 Plan.

VEHICLE PURCHASE ORDER/LEASE ORDER

BUICK - GMC

29300 Telegraph Road • Southfield, MI 48034 • (248) 353-9000

SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE OF THIS ORDER, THE DEALER AGREES TO SELL! LEASE AND THE BUYER(S) AGREE(S) TO PURCHASE/LEASE THE VEHICLE DESCRIBED BELOW.

PU	IRCHASI	E ORDER	٦ ا	LE	ASE (ORD	ER			
X	AR [TRUC	K X	NEV) ۷		USED		DEM	0
STO	CK NO.	YEAR	M	AKE	MOI	DEL	8	ODY	СО	LOR
B6	033A	2014	Bu	ick	VeOp	wick	silve	r Met	allic	/Me
<u></u>	,		VII	MUN P						
4										
u										
REFER	RAL:	ame		,						
	Address								State	
ADJUS 1	IMENTS	:								
	·									
		ER INFO								
								,		
					E	Exp.	Date _			
Vin No.										
TRADE-	IN INFO	RMATION	١ ١	/IN NU	MBER	t				
V										
		Make					el			
	d Value									
		e								
		·								
Pavoff		Qı	inted			GO	od			
	#					_ Da	(e			
			TANT B					n mv		
Dealer-insta	illed Nan-M	lanufacturer	RCCESSOR	ies, are t	beirs, po	Deal	ers. and	only		
varranties.	All goods, s	other supplie services and	Vehicles :	sold by E	lealer ar	e sold	"AS 15"	' (SEE		
'ARAGRAI	PH 10 ON 1	REVERSE S Warranty.	SIDE.) TR	is discla	imer in c	io waj	affects	the		
. If this is a	credit sale	or lease, this	Order is n	ot bindin	g on the	Buyer	, and the	Buyer		
an cancel it	and recover	the deposit,	until Buy	er receiv	es a docu	ıment i	containin	g the		
. The annua	d percentage	rate for a er	edit sale r	nay be no	gotiable	with t	he Deale	r. The		
. The salesp	erson has n	ontract and no o authority to	make, ar	ad dealer	shall not	be bo	und by, a	my		
romises or i	representation	ons unless the	ey are wri	tten on th	is order	and ap	proved b	y Dealer	s	
		d. the Buver	listed as I	Amer "A"	will be	the re	sistered o	weer!		

6. The installment contract, lease or other document signed by the Buyer may require the Buyer to submit claims arising from or related to the purchase, lease or financing of the vehicle to binding arbitration.

lease of the Vehicle.

Any claim or lawsuit arising out of the purchase or lease of the Vehicle against the Dealer by the Buyer must be filed nomore than 365 days after the date of the delivery of the Vehicle. (SEE PARAGRAPH 15 ON THE REVERSE SIDE).

BUYER'S REPRESENTATIONS

I have read the material printed on the back hereof and I understand and agree to it as part of this Order as if it were printed above my signature. I understand that the front and back of this order comprise the entire agreement affecting the purchase lease and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I also certify that no credit has been either extended by Dealer or arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. I certify that I am at least 18 years old, and acknowledge receipt of a convert this Order. of a copy of this Order.

PLEASE PRINT BUYER'S				
BUYER'S	IIILE WII	LL READ		
	Clifton McFarla	nd Ir		
	Silitori Micraria	iiu or		
BUYER'S NAME (B)				
BUYER'S				Man
ADDRESS 1	8318 Birchcres	st Dr		
CITY, STATE, ZIP CODE	Detroit	MI	48221	
BUYER (A) DRIN	VER'S			
LICENSE NO. BUYER (B) DRIV	/EDig	В	DOB	08/25/1946
LICENSE NO.	ven s		DOB	
HOME PHONE		CELL		3
E-MAIL		FRONE		
SALES				***************************************
PERSON EN	nery, Aaron			
m Titanium	INSURANC	CE INFORM	MATION	
NAME				
ADDRESS				
CITY, STATE, ZIP CODE			VIII. 1997 - P. 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 199	
POLICY		EX	PIRATION	
NO. AGENTS		DA	TE	
NAME				
OFFICE PHONE		FAX PHONE		
	PORTANT NOTICE		UNIC INCLID	ANOR
others (PL & PD) health insurenace sale or lease. Buye the term of the fin life insurance or a accident and healt	re insurance for liability in order to take title to nor credit life insurance er is required to maintal ance contract or lease. A coldent and health insurance orcredit life insurance orcredit life acce will be obtained.	the Vehicle Buy e provide PL & n collision insu A Buyer may no rance Buyer is	yer(s) Note: Nei PD coverage, i rance on the Ve ot be eligible fo not regulad to	ther accident and If this is a credit hicle during r either credit
	LEASE ORD	ER INFO	MOITAMS	
Lease Tenn	70 . 4			
Lease rein.			21	98.00
		Monthly Paym	ent s 20	98.00
Total Amount Due	e at Lease Signing or D	Monthly Paym	1,000	.00
	e at Lease Signing or D Capitalized Cost Reduction	Monthly Paym Delivery: \$	ent s 20	.00
(1)		Monthly Paym Delivery: \$	1,000	.00
(1) C (2) F	Capitalized Cost Reduction	Monthly Paym Delivery: \$	1,000 375 5 500	.00
(1) C (2) F (3) S	Capitalized Cost Reduction Factory Rebates	Monthly Paym Delivery: \$	ent s <u>2°</u> 1, 000 s <u>375</u> 5 <u>500</u>	.00 .00
(1) C (2) F (3) S (4) F	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment	Monthly Paym	s 375 5 500 5 16. 5 298	.00
(1) C (2) F (3) S (4) F (5) R	Capitalized Cost Reduction Factory Rebates	Monthly Paym Delivery: \$	s 375 5 500 5 16. 5 298	.00 .00
(1) C (2) F (3) S (4) F (5) R	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration &	Monthly Paym telivery: \$ t	cnt s 29 1,000 s 375 s 500 s 16. s 298 s 23.0	87 .00
(1) C (2) F (3) S (4) F (5) R	Capitalized Cost Reduction Factory Rebates	Monthly Paym telivery: \$ t	cnt s 29 1,000 s 375 s 500 s 16. s 298 s 23.0	87 .00
(1) C (2) F (3) S (4) F (5) R (6) II	Capitalized Cost Reduction Factory Rebates	Monthly Paym telivery: \$ t	1,000 375 5500 16. 298 23.0 ORMATIO	87 .00
(1) C (2) F (3) S (4) F (5) R (6) II	Capitalized Cost Reduction Factory Rebates	Monthly Paym telivery: \$ t	s 375 s 500 s 16. s 298 s 23.0 ORMATIO	87 .00
(1) C (2) F (3) S (4) F (5) R (6) II	Capitalized Cost Reduction Factory Rebates	Monthly Paym telivery: \$ t	ont s 29 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00 .00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments	Capitalized Cost Reduction Factory Rebates	Monthly Paym telivery: \$ t	ont s 29 1,000 s 375 s 500 s 10. s 298 s 23.0 ORMATIO	87 .00 0.00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments	Capitalized Cost Reduction Factory Rebates	Monthly Paym telivery: \$ t	cent s 29 1,000 s 375 s 500 s 16. s 298 s 23.0 ORMATIO	87 .00 00 00 N
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration & PURCHASE OF Sales:	Monthly Paym telivery: \$ t	ont s 29 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00 0.00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: S Title & Regis	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration & PURCHASE OF Sales:	Monthly Paym belivery: \$ on ssit & License Fee RDER INF	ont s 29 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00 .00 .00 N
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: S Title & Regis	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration & PURCHASE OF Tice LE PRICE Sales: Stration vice Plant Term Tire & Wheel	Monthly Paym Delivery: \$ Delivery: \$ Delivery: \$ Delivery: \$ Mailes Miles	ont s 29 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: Title & Regis Extended Ser	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration & PURCHASE OF Fice LE PRICE Sales: Stration vice Plant Term In Tire & Wheel Gap	Monthly Paym Delivery: \$ Delivery: \$ Delivery: \$ Delivery: \$ Mailes Miles	ont s 20 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00 .00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: Title & Regis Extended Ser	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration & PURCHASE OF Fice LE PRICE Sales: Stration vice Plant Term Tire & Wheel Gap	Monthly Paym Delivery: \$ Delivery: \$ Delivery: \$ Delivery: \$ Mailes Miles	ont s 20 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00 .00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: Title & Regis Extended Ser	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponitial Title, Registration & PURCHASE OF Fice LE PRICE Sales: Stration vice Plant Term Tire & Wheel Gap	Monthly Paym Delivery: \$ Delivery: \$ Delivery: \$ Delivery: \$ Mailes Miles	ont s 20 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO	87 .00 .00 .00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: Title & Regis Extended Ser	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Deponition of the process of the p	Monthly Paym Delivery: \$ Delivery: \$ Delivery: \$ Delivery: \$ Mailes Miles	ont s 20 1,000 s 375 5 500 s 16. s 298 s 23.0 ORMATIO S 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	87 .00 .00
(1) C (2) F (3) S (4) F (5) R (6) In Vehicle Selling Pr Doc Fee Adjustments TOTAL TAXABI Plus: Taxes: Title & Regis Extended Ser TOTAL CASH PR FACTORY REBAT	Capitalized Cost Reduction Factory Rebates Sales/Use Tax First Monthly Payment Refundable Security Depx Initial Title, Registration & PURCHASE OF Tice LE PRICE Sales: Stration vice Plant Term Tire & Wheel Gap SICE: TES: ICE on Trade-in:	Monthly Paym Delivery: \$ Delivery: \$ Delivery: \$ Delivery: \$ Mailes Miles	ont s 20 1,000 s 375 s 500 s 16. s 298 s 23.0 ORMATIO S 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	87 .00 .00 .00

ADDITIONAL TERMS AND CONDITIONS

The Order on the reverse side hereof includes the following terms and conditions

- I. <u>DEFINITIONS AND RELATIONSHIP</u>: As used in this Order, the sum "Manufacturer" means the company that manufactured the Vehicle or chassis. The Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally certan contractual relationships between Dealer and Manufacturer regarding new vehicles.
- 2. PRICE CHANGES: Manufacturer has reserved the right to change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type hereby ordered is changed by Manufacturer prior to delivery of the Vehicle ordered by Buyer, Dealer reserves the right to change the local delivered price of the Vehicle to Buyer or the lease terms accordingly. If such total delivered price or lease term is increased by Deler, Buyer may, if dissatisfied, cancel this Order. In that event, if a Vehicle has been traded to as a part of the consideration for the new Vehicle, it shall be retrumed to buyer upon payment of a reasonable charge for storage and repairs (if any) or, if the trade-in Vehicle has been previously sold by Dealer, the amount received from the sale, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in Vehicle for sale will be returned to Buyer.
- 3. TRADE-IN APPRAISAL: If a Vehicle to be traded in as a part of the down payment for the Vehicle ordered by buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle, the trade-in Vehicle will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in Vehicle If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle ordered and the surrender of the trade-in Vehicle to Dealer.
- 4. EVIDENCE OF TITLE FOR TRADE-IN: Buyer agrees to deliver to Dealer evidence of unrestricted title to any Vehicle traded in as a part of the down payment for the Vehicle ordered. Buyer warrants and represents any trade-in Vehicle to be Buyer's property free and clear of all ties and encumbances, except as otherwise noted on the front of this Order. Buyer warrants and represents that the Vehicle was not in a prior accident or had not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle. The Buyer further warrants and represents that the odometer of the Vehicle traded in as part of the Vehicle Order was not altered or tampered with prior to interpret the Police. to its transfer to the Dealer.
- 5. BUYER DEFAULT: Unless this Order is canceled by Buyer in accordance with the provisions of Paragraphs 2 or 3 above, Dealer has the right, upon failure or rufusal of Buyer to accept delivery of the Vehicle ordered and to comply with the terms of the Order, to retain, as liquidated damages, any cash deposit made by Buyer and, in the event a vehicle has been traded in as a part of the down payment for the Vehicle ordered to sell such trade in vehicle and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Buyer.
- 6. <u>DESIGN CHANGES</u>: Manufacturer has reserved the right to change the design of my new Vehicle, chassis, accessiry or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory or part covered by this Order, either before or after delivery to Buyer.
- DELIVERY LIABILATY LIMITATION: Dealer will not be liable for failur to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle, loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, to the part light to Memory the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, to the part light to Memory the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, to the part light to Memory the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle
- 8. TAXES: The Total Taxable Price for the Vehicle ordered does not include sales, use, excise or other taxes (Federal, State or Local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability
- INSURANCE, UNAVAILABILITY: If a charge for either credit life or accident and health insurance is included in any installment sales contract signed by the P. <u>HYDERGELE, UNAVABLABBLELY</u>: It a charge for either credit life or accident and health insurance is included in any installment sales contract signed by the parties in conjunction with this Order, and, if such insurance is either wholly or partially unavailable to Buyer, the charge or applicable portion for such wholly or partially unavailable insurance will be deducted from the Total Time Balance and credited to Buyer. However, such whole or partial unavailability will not affect the rest of this Order, and this Order and any installment sales contract or lease executed in conjunction with this Order shall remain in full force and effect.

- 10. WARRANTY DISCLAIMER:
 A. IN THE EVENT THE VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR OR A USED VEHICLE STILL SUBJECT TO A
 MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED
 WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE 1 ON THE VEHICLE. FURTHER, DEALER NEITHER MAKES NOR
 AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF THE VEHICLE.
 AS TO ANY MANUFACTURER'S WARRANTY EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY
 THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

 IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD OR LEASED "AS IS", AND THE DEALER WARRANTY OR SERVICE CONTRACT
 EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

 C. IN THE EVENT THE VEHICLE IS A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART
 OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

11. DAMAGE DISCLOSURE:

A. NEW VEHICLE DEMONSTRATOR EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

This Dealer follows the Michigan law which sets forth the following damage disclosure for a new motor vechicle, demonstrator, executives or Manufacturer's tabled or the program vehicles. DAMAGE DISCLOSURE

Venucie or program venicie:

Any damage which Dealer has corrected by replacing lass, teres, wheels, bumpers, audio equipment an in-dash components with the original Manufacturer's parts and material will not be disclosed. All other repairs made after delivery by the Manufacturer of the Vehicle, known by the Dealer which exceed in the Manufacturer's parts and material will not be disclosed. All other repairs made after delivery by the Manufacturer of the Vehicle, known by the Dealer which exceed in the Manufacturer's parts and material will not be disclosed Retail Price of the Vehicle (as measured by a claim reimbursement, if any, made by the Dealer to the Manufacturer for repairs) will be disclosed to Buyer. Further, any damage or repair of Seven Hundred Fifty (\$750.00) Dollars or more in surface coating repairs or corrusion protection restoration, or the combination thereof, will be disclosed to the Buyer.

restoration, or the combination thereof, will be disclosed to the Buyer.

B. <u>USED VEHICLES</u>: Since a sued Vehicle has been subject to use and possibly to body and mechnical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body bumping and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. <u>Dealer makes no representations</u> to former damage, if any. The Dealer also makes no representations as to whether the Vehicle was in a prior accident.

- 12. <u>ODOMETER DISCLAIMER</u>: The mileages shown on the odometer of the Veicle sold or leased is believed by Dealer to be the actual mileage of the Vehicle unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect.
- 13. COLOR OR EQUIPMENT CHANGE: If the Vehicle ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase or lease of the Vehicle, a new Order shall be completed by Dealer and Buyer covering the Vehicle received and the new Order will take the place of this Order and this Order will be null and void.
- otter bocome in the Buyer con of the time il terrest of the lime is the second of the